



ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

801 East Jefferson, Phoenix AZ 85034 PO Box 25520, Phoenix AZ 85002 **phone** 602 417 4000 www.ahcccs.state.az.us

February 4, 2005

RE: REQUEST FOR QUOTATION (RFQ) #YH05-0038

Dear Interested Party:

- 1. This RFQ is submitted for your review and consideration. It provides for the procurement of a consultant to establish a comprehensive provider network in Northern and Western Arizona for Healthcare Group of Arizona. During the Solicitation process, all questions concerning this RFQ, should be directed to Mark Held at (602) 417-4094 or e-mail Mark.Held@azahcccs.gov. In accordance with A.R.S. §41-2535, which is incorporated herein by reference, your quotation must be received at the below-specified location no later than 3:00 PM on February 15, 2005.
- 2. Please read the following for information on how to complete your price quotation. First and foremost, read this entire document so you understand the terms and conditions of any purchase order that may be awarded to you. Complete the Offer and Acceptance, Page 1, Paragraph II; Pricing and Administration, Pages 2 & 3; Scope of Work, Schedule of Deliverables, Page 6, Offeror's Representations, Qualifications & Certifications, pages 13 and 14; and return the entire document to:

Mark Held, Contracts Management Specialist AHCCCS Contracts and Purchasing Section MD 5700 701 East Jefferson Phoenix, Arizona 85034

Sincerely,

Signed letter on file

Michael Veit Contracts and Purchasing Administrator

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM SECTION A: SOLICITATION, OFFER AND AWARD

Contract No: YH05-0038 Type of Solicitation: Request for Quotation Issued by: AHCCCSA Subject of Solicitation: Provider Network Consultant-Northern Contracts and Purchasing and Western Arizona Regions 701 E. Jefferson Street Term of Agreement: Date of Award to December 31, 2006 Phoenix, AZ 85034 I. SOLICITATION A quotation for providing the services described herein will be received at the issuing office (above) until 3:00 p.m. local time on Tuesday, February 15, 2005. Questions may be directed to: Mark Held, Contracts and Purchasing Phone: (602) 417-4094 E-mail: Mark.Held@azahcccs.gov Fax : (602) 417-5957 TABLE OF CONTENTS Solicitation, Offer and Award Form...... 1 A. B. E. C. F. **II. OFFER** (Must be fully completed by Offeror) The undersigned Offeror hereby agrees, if this offer is accepted within 90 days of the offer due date, to provide all services in accordance with the terms and requirements stated herein, including all applicable attachments, amendments, and best-and-final offers (if any). NAME OF OFFEROR: PHONE: ADDRESS: ZIP CODE: CITY/STATE: NAME OF PERSON AUTHORIZED TO SIGN OFFER: OFFEROR'S SIGNATURE: DATE: **III. AWARD** (To be completed by AHCCCSA) Your Offer is hereby accepted, you are now bound to sell materials and services based upon this solicitation, including all terms, conditions, specifications, amendments, etc., and the Vendor's Quotation as accepted by the State. This agreement shall henceforth be referred to as agreement number _____ _____. You are cautioned not to commence any billable work or provide any material or service under this agreement until you receive a signed copy.

Michael Veit

DATE:

NAME OF AHCCCSA CONTRACTING OFFICER:

SIGNATURE OF AHCCCSA CONTRACTING OFFICER:

SECTION B PRICE & ADMINISTRATION

1. METHOD OF COMPENSATION

The Vendor will be reimbursed based on the prices established by the agreement. The reimbursement ceiling for services provided during the term of this agreement shall not exceed the quoted rate for services requested.

2. PRICES

Once accepted by AHCCCSA, the <u>all-inclusive fixed price</u> shall not be adjusted unless AHCCCSA alters the total Monthly volume of services to be performed by the Vendor. Stated prices are subject to the availability of funds and are for the full term of the agreement (i.e., the initial term) or up to \$50,000, whichever comes first. <u>This is an all-inclusive fixed price.</u> Any amount charged that is not disclosed at the time of quote shall not be paid.

PLEASE NOTE: THE COMBINED TOTAL EXPEDITURES PAID TO ALL CONTRACTORS FOR CONTRACTS RESULTING FROM THIS SOLICITATION SHALL NOT EXCEED \$50,000.00

ALL INCLUSIVE PRICING: All rates established in any resultant contract shall be <u>all inclusive</u>; to include <u>all associated costs</u>, except travel. AHCCCS may reimburse actual travel expenses at rates not to exceed those rates applicable to State employees as outlined below. The Offeror will provide a break down of expenditures below this pricing schedule or as an attachment to this pricing schedule.

Deliverable	Cost
	\$
Hourly Rate:	
Estimated Number of Hours to complete all	
deliverables:	
	\$
Total Project Cost	

2.1 (Option, if applicable) Prompt Paym receipt of invoice.	ent Discount	% of payment is made within _	days of
2.2 Please designate the Region or Regio	ns that which your	response covers:	

3. PAYMENTS

The Vendor will be paid upon the submission of proper invoices for the services performed. The Vendor shall submit invoices in two (2) copies. The Vendor's invoices shall be submitted to:

AHCCCSA Accounts Payable, MD 5400 701 E. Jefferson Phoenix, Arizona 85034

SECTION B PRICE & ADMINISTRATION

4. **INVOICES**

By the twentieth (20) day of each month the Vendor shall submit invoices to AHCCCSA for work that has been performed in accordance with contract terms and conditions and accepted by AHCCCSA. AHCCCSA will pay the Vendor within thirty (30) working days of receipt of Vendor's invoice, provided it includes required information and supporting documentation. Failure to submit invoices within ninety (90) working days after providing services may result in payment denial by AHCCCSA. Each invoice shall provide the following information, as applicable: agreement number, description of services performed, Name of AHCCCS contact for this agreement, date(s) and time(s) services were performed. Each invoice shall have adequate supporting documentation attached to allow proper expense reimbursement. The Consultant shall provide a final written report as directed by the Healthcare Group Provider Network Administrator or Executive Director no later than December 31, 2006 for payment to be made.

5. UNACCEPTED WORK

Any work performed by the Vendor that AHCCCSA does not accept shall not be compensated by AHCCCSA. At AHCCCSA's option, the Vendor may be required to redo substandard work to bring it into conformance with acceptable standards. Such substandard work shall be documented and may be submitted to the appropriate State agency.

6. MAILING OF PAYMENTS

(Company Name)		
(Street)		
(City & State)	(Zip Code)	
E OFFER VENDOR SHAI	LL PROVIDE INFORMATION REQUESTED BI	ELOW:
Arizona Transaction (sale	es) Privilege Tax License Number:	
. Federal Employer Identifi	ication Number or SSAN:	
	ication Number or SSAN: IVE TO CONTACT FOR ADMINISTRATION P	URPOSES:
		URPOSES:
		URPOSES:
OMPANY REPRESENTATI		URPOSES:
Name		URPOSES:

SECTION C SCOPE OF WORK

Provider Network Consultant -Northern and Western Arizona Regions

Introduction

Since its inception in 1988, the Healthcare Group of Arizona (HCG) has provided health insurance coverage to small business employers (1 to 50 employees), sole proprietors, and political subdivisions of the State of Arizona. The HCG is administered by the Arizona Health Care Cost Containment System Agency, which also administers the State of Arizona's Medicaid system. Healthcare Group is a premium-based product that is managed as a separate product line within AHCCCS.

Healthcare Group is being restructured and expanded to take proactive steps to mitigate the state's medical cost exposure to the uninsured low-income workers. The plan for reducing the uninsured employees will include increased marketing, creating multiple medical benefits, expanding coverage to all counties of the State through direct contracting and provide overall customer issue resolution.

- 1. To support an enhanced customer service focus, increased marketing campaign efforts, and state wide sales projects, HCG is interested in utilizing a consultant to develop a provider network in Northern Arizona. Terms of Agreement. Any resulting contract shall begin upon award and shall terminate on December 31, 2006. Any resulting agreement is non-renewable.
- **2.** Scope of Services.
 - A. Authority: This Agreement is in accordance with the authority granted to the Administration under A.R.S. §§36-2903 et seq. and 36-2932 et seq.
 - B. Purpose: This agreement is to establish a comprehensive provider network for Healthcare Arizona in Northern Arizona.

C. Objectives

- 1. Meet with hospitals, outpatient providers, and other healthcare providers in northern Arizona as requested by Healthcare Group to determine and develop the providers' interest in joining Healthcare Group provider networks. The HCG is looking to build networks in the Northern Arizona regions of Coconino, Navajo, Apache and Yavapai counties. Additionally, HCG is looking to build networks in the Western Arizona region of Mohave, LaPaz and Yuma counties.
- 2. Analyze and report the potential for Healthcare Group to create adequate hospital, PCP, and specialty provider networks in northern Arizona. Identify provider specialties that would likely be unavailable for Healthcare Group provider networks in key areas.
- 3. Provide written reports of meetings, findings, and analyses to the Healthcare Group Provider Network Administrator as requested by Healthcare Group.
- 4. Meet with the Healthcare Group Provider Network Administrator or Executive Director in person or by telephone as requested by Healthcare Group to discuss progress, issues, and further actions needed.
- 5. Upon approval of the Healthcare Group Executive Director or designee, negotiate and contract providers for applicable Healthcare Group products using approved Healthcare Group agreement

SECTION C SCOPE OF WORK

templates and reimbursement limits. All agreement language changes must be approved by the Healthcare Group Executive Director or designee.

D. Deliverables:

- Task 1 Meet with hospitals, outpatient providers, and other healthcare providers in northern Arizona as requested by Healthcare Group to determine and develop the providers' interest in joining Healthcare Group provider networks.
- Task 2 Analyze and report the potential for Healthcare Group to create adequate hospital, PCP, and specialty provider networks in northern Arizona. Identify provider specialties that would likely be unavailable for Healthcare Group provider networks in key areas.
- Task 3 Provide written reports of meetings, findings, and analyses to the Healthcare Group Provider Network Administrator as requested by Healthcare Group. At a minimum, a weekly Status report will be provided to the Agency contact as listed in the final contract.
- Task 4 Meet with the Healthcare Group Provider Network Administrator or Executive Director in person or by telephone as requested by Healthcare Group to discuss progress, issues, and further actions needed.
- Task 5 Other related project tasks as determined by the Healthcare Group Provider Network Administrator or Executive Director.
- Task 6 Provide a written executive summary final report of the project to Healthcare Group Provider Network Administrator or Executive Director.

SECTION C SCOPE OF WORK

E. Schedule of Deliverables – As Outlined by Task Above

E. Sch	ledule of Deliverables – As Outlined by 1		
		Performance Period	State Estimated
Task	Deliverable	Date	Performance Period
	Meet with hospitals, outpatient		
	providers, and other healthcare	No later than	
	providers in northern Arizona as	12/31/05 or as directed	
	requested by Healthcare Group	by the Healthcare	
	to determine and develop the	Group Provider	
	providers' interest in joining	Network	
	Healthcare Group provider	Administrator or	
1	networks.	Executive Director.	
	Analyze and report the potential		
	for Healthcare Group to create		
	adequate hospital, PCP, and		
	specialty provider networks in	No later than 12/31/05	
	northern Arizona. Identify	or as directed by the	
	provider specialties that would	Healthcare Group	
	likely be unavailable for	Provider Network	
	Healthcare Group provider	Administrator or	
2	networks in key areas.	Executive Director.	
	Provide written reports of	Executive Director.	
	meetings, findings, and analyses		
	to the Healthcare Group		
	Provider Network Administrator	No later than 12/31/05	
	as requested by Healthcare	or as directed by the	
	1 1		
	Group. At a minimum, a	Healthcare Group	
	weekly Status report will be	Provider Network Administrator or	
2	provided to the Agency contact		
3	as listed in the final contract.	Executive Director.	
	Meet with the Healthcare Group	N. 1	
	Provider Network Administrator	No later than 12/31/05	
	or Executive Director in person	or as directed by the	
	or by telephone as requested by	Healthcare Group	
	Healthcare Group to discuss	Provider Network	
4	progress, issues, and further	Administrator or	
	actions needed.	Executive Director.	
		No later than 12/31/05	
	Other related project tasks as	or as directed by the	
	determined by the Healthcare	Healthcare Group	
	Group Provider Network	Provider Network	
	Administrator or Executive	Administrator or	
5	Director.	Executive Director.	
		No later than 12/31/05	
	Provide a written executive	or as directed by the	
	summary final report of the	Healthcare Group	
	project to Healthcare Group	Provider Network	
	Provider Network Administrator	Administrator or	
6	or Executive Director.	Executive Director.	
	_i		

SECTION D SPECIAL TERMS AND CONDITIONS

Special Terms & Conditions

1. Term

The term of the agreement is the date of award through December 31, 2006. The anticipated start date is April 1, 2005, but could start as soon as possible following contract award. The total term of the agreement shall end on December 31, 2006 to allow for processing of any outstanding providers that may require additional time for fiscal year budgets. AHCCCSA shall have the right to extend this agreement for additional periods with the Vendor's consent. The total term of the agreement shall not exceed five years. The total expenditures paid to all contractors shall not exceed \$50,000.00 whichever limit is reached first.

2. Incorporation by Reference

The Uniform Terms and Conditions are incorporated by reference, in their entirety, into this solicitation and are available from the agency Procurement Office or via the Internet at:

http://www.azspo.az.gov/PoliciesDocuments/index.htm

3. Vendor Selection

The award(s) will be made to the responsible offeror whose quote is determined to be the most advantageous to AHCCCS, based on vendor's responsiveness, qualifications, experience and price.

4. Award:

- 4.1 Number or Types of Awards: Where applicable, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, by a region, county or geographic area, or to make an aggregate award, whichever is deemed most advantageous to AHCCCS. If the Contracting Officer determines that an aggregate award to one Offeror is not in AHCCCS' best interest, "all or none" Offers shall be rejected. The total expenditures, including travel expenses paid to contractors for all resulting contracts from this solicitation shall not exceed \$50,000.00.
- 4.2 <u>Contract Inception:</u> An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Contracting Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 4.3 <u>Effective Date</u>: The effective date of this Contract shall be the date that the Contracting Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

5. Travel Reimbursement:

5.1 If travel is required on behalf of the agency, AHCCCS may reimburse actual travel expenses at rates not to exceed those rates applicable to State employees. For reimbursement, the contractor shall submit receipts for all claimed expenses for review and approval by AHCCCS. Travel guidelines can be found at www.gao.state.az.us/travel.

SECTION D SPECIAL TERMS AND CONDITIONS

- 5.2 Contractor travel for all other reviews are not paid separately, and are included in the contracted rate.
- 5.3 Notwithstanding the above, if the contractor makes a business decision to assemble a project team which may result in temporary or permanent relocation of contractor staff, AHCCCS shall not be responsible for any relocation expenses, including any travel, lodging, meals, moving expenses, moving incentives, or housing expenses.

6. Payment and Billing

- 6.1 The Consultant shall receive the agreed rate outlined in the Schedule of Deliverables, Task 1–6, with the Final Report (Task 6) being completed on or before December 31, 2005 or as scheduled by the Healthcare Group Provider Network Administrator or Executive Director.
- 6.2 The Consultant shall provide duplicate copies of each invoice. The invoice shall be produced at the end of each billing cycle. AHCCCS and the Consultant shall agree on the definition of a billing cycle. These may be weekly, bi-weekly or monthly.

1. Definition of Terms Used in These Instructions.

As used in these instructions, the following terms have the following meaning:

- A. "Attachments" means all items required of the Offeror as a part of the Offer.
- B. "Days" means calendar days unless otherwise specified.
- C. "Exhibits" means all items attached as a part of the Solicitation.
- D. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- E. "Offer" means bid, proposal or quotation.
- F. "Offeror" means a vendor who responds to a Solicitation.
- G. "Procurement Officer" means the person duly authorized to enter into and administer Contracts, agreements and make written determinations with respect to the Contract or his or her designee.
- H. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- I. "Subcontract" means any Contract, express or implied, between the Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Agreement.
- J. "State" means the State of Arizona and Department or Agency of the State that executes the Agreement.

2. Preparation of Quotation.

- A. <u>Forms:</u> An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation shall be legible and contain the same information requested on the forms.
- B. <u>Typed or Ink; Corrections.</u> The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after the specified due time and date, except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence on an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. <u>Unit Price Prevails</u>. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- E. <u>Duty to Examine</u>. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be a grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Agreement claim.
- F. <u>Subcontracts</u>. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3. Inquiries.

A. <u>Solicitation Contact Person</u>. Any inquiry related to a Solicitation shall be directed solely to the Solicitation Mark Held, CMS at 602-417-4094 or by e-mail (preferred) at <u>Mark.Held@azahcccs.gov</u>. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

- B. <u>Submission of Inquiries</u>. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- C. <u>Timeliness.</u> Any inquiry shall be submitted as soon as possible and at least four days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a Solicitation amendment.
- D. <u>No Right to Rely on Verbal Responses.</u> Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation amendment. An Offeror may not rely on verbal responses to its inquiries.
- E. <u>Solicitation Amendments</u>. The Solicitation shall only be modified by written amendment, signed by the Procurement Officer.
- F. <u>Standards</u>. Any requests for or inquiries regarding standards referenced in the Solicitation shall be referred to the Solicitation contact person.

4. Submission of Offer.

- A. Quote. Each quote shall be submitted to the submittal location identified in this Solicitation.
- B. <u>Solicitation Amendments</u>. Each Solicitation amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation amendment may result in rejection of the offer.
- C. <u>Late Offers</u>. An offer submitted after the exact offer due date and time shall be rejected.
- D. <u>Offer Amendment or Withdrawal.</u> An offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- E. <u>Public Record.</u> Under applicable law, all Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after award of purchase order is made, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The State shall make a determination pursuant to the Arizona Procurement Code.

5. Offer Acceptance Period.

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.

6. Taxes.

- A. <u>Federal Excise Tax</u>. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- B. <u>State and Local Transaction Privilege Taxes</u>. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from his obligation to remit taxes. Offerors are required to provide their Arizona Transaction Privilege Tax Number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

- C. <u>Evaluation of Offers</u>. All applicable taxes stated in the Offer will be considered by the State when determining the lowest bid or evaluating proposals; except when an Offeror is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this State. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Vendor
- D. <u>Identification of Taxes in Offer</u>. If Arizona resident Offerors do not indicate taxes as a separate item in the Offer, the State will conclude that the price(s) offered includes all applicable taxes.

7. Cost of Offer Preparation. The State shall not reimburse any Offeror the cost of responding to a solicitation.

8. Certifications, Disclosure and Disqualification.

- A. <u>Non-collusion, Employment, and Services</u>. By signing the Offer and Acceptance Form or other official Agreement form, the Offeror certifies that:
 - 1) It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 2) It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- B. <u>Disclosure</u>. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- C. <u>Disqualification</u>. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

9. Award of Agreement.

- A. <u>Number or Types of Awards</u>. Where applicable, the State reserves the right to make multiple awards or to award a Purchase order/agreement by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" offers shall be rejected.
- B. <u>Prompt Payment Discount</u>. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- C. <u>Waiver and Rejection Rights</u>. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 1) Waive any minor informality;
 - 2) Reject any and all Offers or portions thereof; or
 - 3) Cancel a Solicitation.
- D. <u>Inception</u>. An Offer does not constitute an agreement nor does it confer any rights on the Offeror to the award of an agreement. An agreement is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

10. Solicitation Order of Precedence.

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- A. Special Provisions;
- B. Uniform Terms and Conditions;
- C. Statement or Scope of Work;
- D. Specifications;
- E. Exhibits;
- F. Special Instructions to Offerors; and
- G. Uniform Instructions to Offerors.

11. Persons With Disabilities.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

YH05-0038

SECTION F: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

1. <u>CERTIFICATIONS, DISCLOSURE, AND DISQUALIFICATION</u>

- **A.** Non-collusion, Employment, and Services. By signing the offer and acceptance form or other official agreement form, the Offeror certifies that:
 - It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - 2) It does not discriminate against any employee, applicant for employment, or person to whom it provides service because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders.
- **B.** <u>Disclosure</u>. If an Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Offeror shall disclose that information in its offer. Failure to do so shall result in rejection of its proposal.
- **C.** <u>Disqualification</u>. The offer of an offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

2. OFFEROR'S QUALIFICATIONS

Instructions: Using attachments, if necessary, answer the following questions or inquiries. Label your responses under "Offeror's Qualifications" and indicate the question or inquiry being referenced as it appears below.

A.	Name of company/individual and type of business:
	·
B.	Number of years company/individual has provided this service:
\mathbf{C}	For companies provide an overview of the company that includes organizational structure number an

- C. For companies, provide an overview of the company that includes organizational structure, number and location of offices, and number of employees at each location
- D. Provide a narrative description on your experience and ability to provide the services requested.
- E. The Offeror shall employ and assign an adequate number of people to this Agreement to provide services at required levels.

3. FIRMS REFERENCES

Using attachments, provide at least three professional references. References should be verifiable and be able to comment on the Offeror's related experience. The offeror should submit, at a minimum, three (3) professional services references, which would demonstrate the offeror possesses an understanding and the experience in providing the required service. As these references may be checked, insure all information is current, accurate and prior permission to use is obtained from each reference.

YH05-0038

NO

SECTION F: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

4. OFFEROR'S ORGANIZATION SPECIFICATIONS

Instructions: Complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of your proposal as unresponsive.

YES

1) Administrative Agent Is the Offeror acting as an administrative agent for any for any other agency, organization, or government? IF YES, ATTACH A DESCRIPTION OF THE RELATIONSHIP IN BOTH LEGAL AND FUNCTIONAL ASPECTS.

- 2) <u>Civil Rights Compliance Data</u> Has any Federal or State agency ever made a finding of non-compliance with any relevant civil rights requirements with respect to the Offeror's business activities? **IF YES, ATTACH AN EXPLANATION.**
- 3) <u>Prior Felony Conviction(s)</u> Has the Offeror, its major stockholders controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? **IF YES, ATTACH AN EXPLANATION.**
- 4) <u>Suspension Or Exclusion From Federal Program(s)</u> Has the Offeror ever been suspended or excluded from any Federal Government program for any reason? **IF YES, ATTACH AN EXPLANATION.**
- 5) Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five years? **IF YES, ATTACH AN EXPLANATION.**